

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

KENNETH MILLS, on behalf of himself and all others similarly situated.

(b) County of Residence of First Listed Plaintiff ALAMEDA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery St., 29th Floor Daniel M. Hutchinson
San Francisco, CA 94111 415-956-1000

DEFENDANTS

HSBC BANK NEVADA, N.A.; HSBC CARD SERVICES, INC.; HSBC MORTGAGE SERVICES, INC.; HSBC AUTO FINANCE, INC.; and HSBC CONSUMER LENDING (USA), INC.
County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE:

IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

CV 12 4010

MEJ

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detention - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
47 U.S.C. § 227Brief description of cause:
Breach of Telephone Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA

DATE 07/30/2012

SIGNATURE OF ATTORNEY OF RECORD

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10 *Attorneys for Plaintiff and the Proposed Class*

11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN FRANCISCO / OAKLAND DIVISION

14 KENNETH MILLS, on behalf of himself
 15 and all others similarly situated,

16 Plaintiff,

17 v.

18 HSBC BANK NEVADA, N.A.; HSBC
 19 CARD SERVICES, INC.; HSBC
 20 MORTGAGE SERVICES, INC.; HSBC
 21 AUTO FINANCE, INC.; and HSBC
 22 CONSUMER LENDING (USA), INC.,

23 Defendants.

CV 12 4010
 Case No. _____

MEJ
 CLASS ACTION COMPLAINT FOR
 DAMAGES AND INJUNCTIVE RELIEF
 PURSUANT TO 47 U.S.C. § 227 ET SEQ.
 (TELEPHONE CONSUMER
 PROTECTION ACT)

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiff Kenneth Mills (hereinafter referred to as "Plaintiff"), individually and on
 2 behalf of all others similarly situated, alleges on personal knowledge, investigation of his counsel,
 3 and on information and belief as follows:

4 **NATURE OF ACTION**

5 1. Plaintiff brings this action for damages, and other legal and equitable
 6 remedies, resulting from the illegal actions of HSBC Bank Nevada, N.A., HSBC Card Services,
 7 Inc., HSBC Mortgage Services, Inc., HSBC Auto Finance, Inc., HSBC Consumer Lending
 8 (USA), Inc., and/or other affiliates or subsidiaries of HSBC Finance Corporation (all hereinafter
 9 referred to collectively as "HSBC") in negligently, knowingly, and/or willfully contacting
 10 Plaintiff and Class Members on their cellular telephones without their prior express consent
 11 within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.
 12 (hereinafter referred to as the "TCPA"). HSBC has violated the TCPA by contacting Plaintiff
 13 and Class Members on their cellular telephones via an "automatic telephone dialing system," as
 14 defined by 47 U.S.C. § 227(a)(1), and/or by using "an artificial or prerecorded voice" as
 15 described in 47 U.S.C. § 227(b)(1)(A), without their prior express consent within the meaning
 16 of the TCPA.

17 2. Plaintiff brings this action for injunctive relief and statutory damages
 18 resulting from HSBC's illegal actions.

19 **JURISDICTION AND VENUE**

20 3. This matter in controversy exceeds \$5,000,000, as each member of the
 21 proposed Class of tens of thousands is entitled to up to \$1,500.00 in statutory damages for each
 22 call that has violated the TCPA. Accordingly, this Court has jurisdiction pursuant to 28 U.S.C.
 23 § 1332(d)(2). Further, Plaintiff alleges a national class, which will result in at least one Class
 24 member belonging to a different state. Therefore, both elements of diversity jurisdiction under
 25 the Class Action Fairness Act of 2005 ("CAFA") are present, and this Court has jurisdiction.
 26 This Court also has federal question jurisdiction pursuant to 28 U.S.C. § 1331.

27 4. Venue is proper in the United States District Court for the Northern
 28 District of California pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1441(a), because Defendant is

1 deemed to reside in any judicial district in which it is subject to personal jurisdiction at the time
2 the action is commenced, and because Defendant's contacts with this District are sufficient to
3 subject it to personal jurisdiction. Venue is also proper in this District because Plaintiff Mills
4 has resided in this District at all times relevant to these claims such that a substantial part of the
5 events giving rise to the claims occurred in this District.

6 PARTIES

7 5. Plaintiff Kenneth Mills is, and at all times mentioned herein was, an
8 individual citizen of the State of California, who resides in Oakland, California.

9 6. Defendant HSBC Bank Nevada, N.A., is a national bank and a wholly
10 owned subsidiary of HSBC Finance Corporation. HSBC Bank Nevada, N.A. is a Nevada
11 company with principal places of business in Las Vegas, Nevada and New York City, New
12 York.

13 7. Defendant HSBC Card Services, Inc. is the U.S. consumer credit card
14 segment of HSBC. HSBC Card Services, Inc., is a Maryland company with a principal place of
15 business in Illinois.

16 8. Defendant HSBC Mortgage Services, Inc. offers HSBC home loans and
17 other mortgages to consumers. HSBC Mortgage Services, Inc. is a Delaware company.

18 9. Defendant HSBC Auto Finance, Inc. offers auto loans to consumers.
19 HSBC Auto Finance, Inc. is a Delaware company.

20 10. Defendant HSBC Consumer Lending (USA), Inc. offers consumers credit
21 accounts and loans. HSBC Consumer Lending (USA), Inc. is a Delaware company.

22 11. HSBC markets itself as "one of the industry's most valuable brands," and
23 "one of the world's largest banking and financial services organisations [*sic*]." HSBC serves
24 over 89 million customers across its Customer Groups and Global Businesses. It has offices in
25 85 countries and territories.¹

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27
28 ¹ See <http://www.hsbc.com/1/2/investor-relations/overview/fast-facts>, last viewed on July 26, 2012.

THE TELEPHONE CONSUMER PROTECTION ACT OF 1991
(TCPA), 47 U.S.C. § 227

12. In 1991, Congress enacted the TCPA,² in response to a growing number of consumer complaints regarding certain telemarketing practices.

13. The TCPA regulates, among other things, the use of automated telephone equipment, or “autodialers.” Specifically, the plain language of section 227(b)(1)(A)(iii) prohibits the use of autodialers to make any call to a wireless number in the absence of an emergency or the prior express consent of the called party.³

14. According to findings by the FCC, the agency Congress vested with authority to issue regulations implementing the TCPA, such calls are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls, and such calls can be costly and inconvenient. The FCC also recognized that wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.⁴

15. On January 4, 2008, the FCC released a Declaratory Ruling wherein it confirmed that autodialed and prerecorded message calls to a wireless number by a creditor (or on behalf of a creditor) are permitted only if the calls are made with the “prior express consent” of the called party.⁵ The FCC “emphasize[d] that prior express consent is deemed to be granted only if the wireless number was provided by the consumer to the creditor, and that such number was provided during the transaction that resulted in the debt owed.”⁶

² Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, 105 Stat. 2394 (1991), codified at 47 U.S.C. § 227 (TCPA). The TCPA amended Title II of the Communications Act of 1934, 47 U.S.C. § 201 *et seq.*

³ 47 U.S.C. § 227(b)(1)(A)(iii).

⁴ *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (2003).

⁵ *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991 (“FCC Declaratory Ruling”)*, 23 F.C.C.R. 559, 23 FCC Rcd. 559, 43 Communications Reg. (P&F) 877, 2008 WL 65485 (F.C.C.) (2008).

⁶ *FCC Declaratory Ruling*, 23 F.C.C.R. at 564-65 (¶ 10).

FACTUAL ALLEGATIONS

16. At all times relevant, Plaintiff Mills was an individual residing in the State of California. Plaintiff Mills is, and at all times mentioned herein was, a “person” as defined by 47 U.S.C. § 153(39).

17. In or around 2004, Plaintiff Mills took out a credit card with HSBC. Plaintiff Mills did not provide the cellular phone number that HSBC called on his credit card application. In fact, Plaintiff Mills did not even have his current cellular phone number in 2004.

18. Plaintiff Mills has not subsequently provided Defendants with consent to contact him via his cellular phone number.

19. Beginning in or around April 2012 and through the present, HSBC has repeatedly contacted Plaintiff Mills on his cellular telephone with an automated message. Mills received repeated, harassing calls at all hours of the day. Because these calls were prerecorded, Mills had no ability to request that the calls end or to voice his complaints to a real person.

20. Although Plaintiff Mills requested that Defendants stop the calls, HSBC has continued to call his cellular phone.

21. HSBC is, and at all times mentioned herein was, a “person”, as defined by 47 U.S.C. § 153(39).

22. All telephone contact by HSBC to Plaintiff on his cellular telephone occurred via an “automatic telephone dialing system,” as defined by 47 U.S.C. § 227(a)(1), and/or used “an artificial or prerecorded voice” as described in 47 U.S.C. § 227(b)(1)(A).

23. The telephone number that HSBC used to contact Plaintiff, with an “artificial or prerecorded voice” made by an “automatic telephone dialing system,” was assigned to a cellular telephone service as specified in 47 U.S.C. § 227(b)(1)(A)(iii).

24. “During the transaction that resulted in the debt owed,” Plaintiff did not provide express consent to receive prerecorded calls by HSBC on his cellular telephone.⁷ Indeed, Plaintiff did not have a cellular telephone at the time of the transaction.

25. Plaintiff did not provide “express consent” allowing HSBC to place telephone calls to Plaintiff’s cellular phone utilizing an “artificial or prerecorded voice” or placed by an “automatic telephone dialing system,” within the meaning of 47 U.S.C. § 227(b)(1)(A).

26. HSBC did not make telephone calls to Plaintiff’s cellular phone “for emergency purposes” utilizing an “artificial or prerecorded voice” or placed by an “automatic telephone dialing system,” as described in 47 U.S.C. § 227(b)(1)(A).

27. HSBC’s telephone calls to Plaintiff’s cellular phone utilizing an “artificial or prerecorded voice” or placed by an “automatic telephone dialing system” for non-emergency purposes and in the absence of Plaintiff’s prior express consent violated 47 U.S.C. § 227(b)(1)(A).

28. Under the TCPA and pursuant to the FCC’s January 2008 Declaratory Ruling, the burden is on HSBC to demonstrate that Plaintiff provided express consent within the meaning of the statute.⁸

29. Any consumer arbitration clauses in the underlying credit card contracts with Plaintiff and the Class Members are not enforceable or applicable to the claims here because HSBC has agreed, pursuant to a separate settlement agreement, not to enforce consumer arbitration clauses.

CLASS ACTION ALLEGATIONS

30. Plaintiff brings this action on behalf of himself and on behalf of all other persons similarly situated (hereinafter referred to as “the Class”).

31. Plaintiff proposes the following Class definition, subject to amendment as appropriate:

⁷ See *FCC Declaratory Ruling*, 23 F.C.C.R. at 564-65 (¶ 10).

⁸ See *FCC Declaratory Ruling*, 23 F.C.C.R. at 565 (¶ 10).

1 All persons within the United States who received a non-emergency
2 telephone call from HSBC to a cellular telephone through the use of
3 an automatic telephone dialing system or an artificial or
prerecorded voice and who did not provide prior express consent
for such calls during the transaction that resulted in the debt owed.

4 Collectively, all these persons will be referred to as "Class members." Plaintiff represents, and is
5 a member of, the Class. Excluded from the Class are HSBC and any entities in which HSBC has
6 a controlling interest, HSBC's agents and employees, any Judge to whom this action is assigned
7 and any member of such Judge's staff and immediate family, and claims for personal injury,
8 wrongful death and/or emotional distress.

9 32. Plaintiff does not know the exact number of members in the Class, but
10 based upon the representations of HSBC as to its market share, Plaintiff reasonably believes
11 that Class members number at minimum in the tens of thousands.

12 33. Plaintiff and all members of the Class have been harmed by the acts of
13 HSBC.

14 34. This Class Action Complaint seeks injunctive relief and money damages.

15 35. The joinder of all Class members is impracticable due to the size and
16 relatively modest value of each individual claim. The disposition of the claims in a class action
17 will provide substantial benefit to the parties and the Court in avoiding a multiplicity of
18 identical suits. The Class can be identified easily through records maintained by HSBC.

19 36. There are well defined, nearly identical, questions of law and fact
20 affecting all parties. The questions of law and fact involving the class claims predominate over
21 questions which may affect individual Class members. Those common questions of law and
22 fact include, but are not limited to, the following:

23 a. Whether HSBC made non-emergency calls to
24 Plaintiff and Class members' cellular telephones using an automatic
25 telephone dialing system or an artificial or prerecorded voice;

26 b. Whether HSBC can meet its burden of showing it
27 obtained prior express consent (*i.e.*, consent that is clearly and
unmistakably stated), during the transaction that resulted in the debt
owed, to make such calls;

28 c. Whether HSBC's conduct was knowing and/or willful;

1 d. Whether HSBC is liable for damages, and the amount of such
2 damages; and

3 e. Whether HSBC should be enjoined from engaging in
4 such conduct in the future.

5 37. As a person who received numerous and repeated telephone calls using
6 an automatic telephone dialing system or an artificial or prerecorded voice, without his prior
7 express consent within the meaning of the TCPA, Plaintiff asserts claims that are typical of each
8 Class member. Plaintiff will fairly and adequately represent and protect the interests of the
9 Class, and has no interests which are antagonistic to any member of the Class.

10 38. Plaintiff has retained counsel experienced in handling class action claims
11 involving violations of federal and state consumer protection statutes, including claims under
12 the TCPA.

13 39. A class action is the superior method for the fair and efficient
14 adjudication of this controversy. Class wide relief is essential to compel HSBC to comply with
15 the TCPA. The interest of Class members in individually controlling the prosecution of
16 separate claims against HSBC is small because the statutory damages in an individual action for
17 violation of the TCPA are small. Management of these claims is likely to present significantly
18 fewer difficulties than are presented in many class claims because the calls at issue are all
19 automated and the Class members, by definition, did not provide the prior express consent
20 required under the statute to authorize calls to their cellular telephones.

21 40. HSBC has acted on grounds generally applicable to the Class, thereby
22 making final injunctive relief and corresponding declaratory relief with respect to the Class as a
23 whole appropriate. Moreover, on information and belief, Plaintiff alleges that the TCPA
24 violations complained of herein are substantially likely to continue in the future if an injunction
25 is not entered.
26
27
28

CAUSES OF ACTION

FIRST COUNT

**KNOWING AND/OR WILLFUL VIOLATIONS OF THE TELEPHONE
CONSUMER PROTECTION ACT, 47 U.S.C. § 227 *ET SEQ.***

41. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if fully stated herein.

42. The foregoing acts and omissions of HSBC constitute numerous and multiple knowing and/or willful violations of the TCPA, including but not limited to each of the above-cited provisions of 47 U.S.C. § 227 *et seq.*

43. As a result of HSBC's knowing and/or willful violations of 47 U.S.C. § 227 *et seq.*, Plaintiff and each member of the Class is entitled to treble damages of up to \$1,500.00 for each and every call in violation of the statute, pursuant to 47 U.S.C. § 227(b)(3).

44. Plaintiff and all Class members are also entitled to and do seek injunctive relief prohibiting such conduct violating the TCPA by HSBC in the future. Plaintiff and Class members are also entitled to an award of attorneys' fees and costs.

SECOND COUNT

**VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT 47 U.S.C. § 227
*ET SEQ.***

45. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

46. The foregoing acts and omissions of HSBC constitute numerous and multiple violations of the TCPA, including but not limited to each of the above cited provisions of 47 U.S.C. § 227 *et seq.*

47. As a result of HSBC's violations of 47 U.S.C. § 227 *et seq.*, Plaintiff and Class members are entitled to an award of \$500.00 in statutory damages for each and every call in violation of the statute, pursuant to 47 U.S.C. § 227(b)(3)(B).

48. Plaintiff and Class members are also entitled to and do seek injunctive relief prohibiting HSBC's violation of the TCPA in the future.

49. Plaintiff and Class members are also entitled to an award of attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and all Class members the following relief against Defendant:

A. Injunctive relief prohibiting such violations of the TCPA by HSBC in the future;

B. As a result of HSBC's willful and/or knowing violations of 47 U.S.C. § 227(b)(1), Plaintiff seeks for himself and each Class member treble damages, as provided by statute, of up to \$1,500.00 for each and every call that violated the TCPA;

C. As a result of HSBC's violations of 47 U.S.C. § 227(b)(1), Plaintiff seeks for himself and each Class member \$500.00 in statutory damages for each and every call that violated the TCPA;

D. An award of attorneys' fees and costs to counsel for Plaintiff and the Class;

E. An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, finding that Plaintiff is a proper representative of the Class, and appointing the lawyers and law firms representing Plaintiff as counsel for the Class;

F. Such other relief as the Court deems just and proper.

Dated: July 30, 2012

By: /s/ Jonathan D. Selbin
Jonathan D. Selbin

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Attorneys for Plaintiff Mills and the Proposed Class

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all counts so triable.

Dated: July 30, 2012

By: /s/ Jonathan D. Selbin
Jonathan D. Selbin

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